

# FedBizOpps Combined Synopsis/Solicitation Notice

|   |   |
|---|---|
| CLASSIFICATION CODE *   | D   |
| SUBJECT *   | AITC Recurring Commercial Telephone Services for PBX Connectivity   |
| <b>GENERAL INFORMATION</b>  |   |
| CONTRACTING OFFICE'S *<br>ZIP-CODE  | 78744   |
| SOLICITATION NUMBER *   | VA118A-15-R-0098  |
| RESPONSE DATE (MM-DD-YYYY)  | 04-3-2015   |
| ARCHIVE   | 1 DAYS AFTER THE RESPONSE DATE  |
| RECOVERY ACT FUNDS  | N   |
| SET-ASIDE   |   |
| NAICS CODE *  | 517110  |
| CONTRACTING OFFICE ADDRESS  | Department of Veterans Affairs<br>Office of Acquisition Operations<br>Technology Acquisition Center - Austin<br>1701 Directors Blvd, Suite 600<br>Austin TX 78744 |
| DESCRIPTION *   | See Attachment  |
| POINT OF CONTACT *<br><br>(POC Information Automatically Filled from User Profile Unless Entered) | Marc Cypert   |
| <b>PLACE OF PERFORMANCE</b>   |   |
| ADDRESS   | 1615 Woodward Street<br>Austin, TX  |
| POSTAL CODE   | 78722   |
| COUNTRY   | US  |
| <b>ADDITIONAL INFORMATION</b>   |   |
| AGENCY'S URL  | Department of Veterans Affairs  |
| URL DESCRIPTION   | Department of Veterans Affairs  |
| AGENCY CONTACT'S EMAIL ADDRESS  | Marc Cypert E-mail:   |
| EMAIL DESCRIPTION   | Marc.Cypert1@va.gov   |

\* = Required Field

FedBizOpps Combined Synopsis/Solicitation Notice  
Rev. March 2010

**VA118A-15-R-0098**  
**Combined Synopsis/Solicitation**

- i. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.
- ii. Solicitation VA118A-14-R-0098 is issued as a Request for Proposal (RFP).
- iii. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-72 effective December 15, 2014.
- iv. The solicitation is an open market requirement under North American Industry Classification System Code 517110, All Other Telecommunications, and the associated small business size standard is \$1,500 employees.
- v. A contract will be issued in accordance with the following Contract Line Item Number (CLIN) structure:

| Item No. | Description Of Supplies/Services   | Quantity | Unit  | Unit Price | Amount  |
|----------|--|----------|-------|------------|---------|
| 0001     | <b>DESCRIPTION: PRI Trunk Lines - AITC</b><br><br>Descriptive details: Provide services as described in paragraph xi, section 5.2 of the PWS.<br><br><b>Deliverable: Monthly Progress Report</b><br>Due the fifth day of each month throughout the period of performance (PoP), throughout the period of performance.<br><br>INSPECTION: Destination<br>ACCEPTANCE: Destination<br>FREE ON BOARD (FOB): Destination / Not Applicable for Services<br><br>MARK FOR:<br>Christopher Drye<br>AITC 1615 Woodward Street, Austin TX 78772<br>512-326-6069<br><a href="mailto:Christopher.Drye@va.gov">Christopher.Drye@va.gov</a><br><br>PERIOD OF PERFORMANCE (POP):<br>POP Begins: April 3, 2015<br>POP Ends: June 30, 2015 | 3        | Month | \$_____    | \$_____ |

| Item No. | Description Of Supplies/Services  | Quantity | Unit  | Unit Price | Amount  |
|----------|---|----------|-------|------------|---------|
| 0002     | <p><b>DESCRIPTION: PRI Trunk Lines – Automatic Call distribution (ACD)</b></p> <p>Descriptive details: Provide services as described in paragraph xi, section 5.3 of the PWS.</p> <p><b>Deliverable: Monthly Progress Report</b><br/>Due the fifth day of each month throughout the period of performance (PoP), throughout the period of performance.</p> <p>INSPECTION: Destination<br/>ACCEPTANCE: Destination<br/>FREE ON BOARD (FOB): Destination / Not Applicable for Services</p> <p>MARK FOR:<br/>Christopher Drye<br/>AIRC 1615 Woodward Street, Austin TX 78772<br/>512-326-6069<br/><a href="mailto:Christopher.Drye@va.gov">Christopher.Drye@va.gov</a></p> <p>PERIOD OF PERFORMANCE (POP):<br/>POP Begins: April 3, 2015<br/>POP Ends: June 30, 2015</p> | 3        | Month | \$_____    | \$_____ |
| 0003     | <p><b>DESCRIPTION: Direct Inward Dialing (DID)</b></p> <p>Descriptive details: Provide services as described in paragraph xi, section 5.4 of the PWS.</p> <p><b>Deliverable: Monthly Progress Report</b><br/>Due the fifth day of each month throughout the period of performance (PoP), throughout the period of performance.</p> <p>INSPECTION: Destination<br/>ACCEPTANCE: Destination<br/>FREE ON BOARD (FOB): Destination / Not Applicable for Services</p>  | 3        | Month | \$_____    | \$_____ |

| Item No. | Description Of Supplies/Services  | Quantity | Unit  | Unit Price | Amount  |
|----------|---|----------|-------|------------|---------|
|          | <p>MARK FOR:<br/>Christopher Drye<br/>AITC 1615 Woodward Street, Austin TX<br/>78772<br/>512-326-6069<br/><a href="mailto:Christopher.Drye@va.gov">Christopher.Drye@va.gov</a></p> <p>PERIOD OF PERFORMANCE (POP):<br/>POP Begins: April 3, 2015<br/>POP Ends: June 30, 2015</p>  |          |       |            |         |
| 0004     | <p><b>DESCRIPTION: Directory Listing/411 Service</b></p> <p>Descriptive details: Provide services as described in paragraph xi, section 5.5 of the PWS.</p> <p><b>Deliverable: Monthly Progress Report</b><br/>Due the fifth day of each month throughout the period of performance (PoP), throughout the period of performance.</p> <p>INSPECTION: Destination<br/>ACCEPTANCE: Destination<br/>FREE ON BOARD (FOB): Destination / Not Applicable for Services</p> <p>MARK FOR:<br/>Christopher Drye<br/>AITC 1615 Woodward Street, Austin TX<br/>78772<br/>512-326-6069<br/><a href="mailto:Christopher.Drye@va.gov">Christopher.Drye@va.gov</a></p> <p>PERIOD OF PERFORMANCE (POP):<br/>POP Begins: April 3, 2015<br/>POP Ends: June 30, 2015</p> | 3        | Month | \$_____    | \$_____ |
| 0005     | <p><b>DESCRIPTION: Telecommunications service priority (TSP)</b></p> <p>Descriptive details: Provide services as described in paragraph xi, section 5.6 of the PWS.</p> <p><b>Deliverable: Monthly Progress Report</b></p>  | 3        | Month | \$_____    | \$_____ |

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|-------------------|---|----------|------|------------|---------|
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| THREE MONTH TOTAL |   |          |      |            | \$_____ |

**vi. Description of Requirements:**

**Performance Work Statement**

**1.0 BACKGROUND**

The mission of the Department of Veterans Affairs (VA), Office of Information & Technology (OIT), Service Delivery and Engineering (SDE), Enterprise Operations (EO), Austin Information Technology Center (AITC) is to provide benefits and services to Veterans of the United States. In meeting these goals, OIT strives to provide high quality, effective, and efficient Information Technology (IT) services to those responsible for providing care to the Veterans at the point-of-care as well as throughout all the points of the Veterans' health care in an effective, timely and compassionate manner. VA depends on Information Management/Information Technology (IM/IT) systems to meet mission goals.

AITC requires local telephone circuits from the local exchange carrier (LEC) to provide voice services to building tenants. Services include Integrated Services Digital Network (ISDN), Primary Rate Interfaces (PRIs), Direct Inward Dialing (DID) two way, combination, inbound/outbound, and both-way, and Directory Listing service.

**2.0 APPLICABLE DOCUMENTS**

In the performance of the tasks associated with this Performance Work Statement, the Contractor shall comply with the following:

1. 44 U.S.C. § 3541, "Federal Information Security Management Act (FISMA) of 2002"
2. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
3. FIPS Pub 201-2, "Personal Identity Verification of Federal Employees and Contractors," August 2013
4. 10 U.S.C. § 2224, "Defense Information Assurance Program"
5. Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Development (CMMI-DEV), Version 1.3 November 2010; and Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Acquisition (CMMI-ACQ), Version 1.3 November 2010
6. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
7. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
8. VA Directive 0710, "Personnel Suitability and Security Program," June 4, 2010, <http://www1.va.gov/vapubs/>
9. VA Handbook 0710, Personnel Suitability and Security Program, September 10, 2004, <http://www1.va.gov/vapubs/>
10. VA Directive and Handbook 6102, "Internet/Intranet Services," July 15, 2008
11. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003
12. Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," November 28, 2000

13. 32 C.F.R. Part 199, "Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)"
14. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008
15. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
16. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
17. VA Directive 6500, "Managing Information Security Risk: VA Information Security Program," September 20, , 2012
18. VA Handbook 6500, "Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program," September 20, 2012
19. VA Handbook 6500.1, "Electronic Media Sanitization," March 22, 2010
20. VA Handbook 6500.2, "Management of Data Breaches Involving Sensitive Personal Information (SPI)", January 6, 2012
21. VA Handbook 6500.3, "Assessment, Authorization, And Continuous Monitoring Of VA Information Systems," February 3, 2014
22. VA Handbook, 6500.5, "Incorporating Security and Privacy in System Development Lifecycle" March 22, 2010
23. VA Handbook 6500.6, "Contract Security," March 12, 2010
24. Project Management Accountability System (PMAS) portal (reference <https://www.voa.va.gov/pmas/>)
25. OI&T ProPath Process Methodology (reference <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=27>) NOTE: In the event of a conflict, OI&T ProPath takes precedence over other processes or methodologies.
26. Technical Reference Model (TRM) (reference at <http://www.va.gov/trm/TRMHomePage.asp>)
27. National Institute Standards and Technology (NIST) Special Publications (SP)
28. VA Directive 6508, VA Privacy Impact Assessment, October 3, 2008
29. VA Directive 6300, Records and Information Management, February 26, 2009
30. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
31. OMB Memorandum, "Transition to IPv6", September 28, 2010
32. VA Directive 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, February 17, 2011
33. VA Handbook 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, March 20, 2014
34. OMB Memorandum M-06-18, Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006
35. OMB Memorandum 05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, August 5, 2005
36. OMB memorandum M-11-11, "Continued Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, February 3, 2011

37. OMB Memorandum, Guidance for Homeland Security Presidential Directive (HSPD) 12 Implementation, May 23, 2008
38. Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidance, December 2, 2011
39. NIST SP 800-116, A Recommendation for the Use of Personal Identity Verification (PIV) Credentials in Physical Access Control Systems, November 20, 2008
40. OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007
41. NIST SP 800-63-2, Electronic Authentication Guideline, August 2013
42. Draft NIST Special Publication 800-157, Guidelines for Derived PIV Credentials, March 2014
43. NIST Special Publication 800-164, Guidelines on Hardware-Rooted Security in Mobile Devices (Draft), October 2012
44. Draft National Institute of Standards and Technology Interagency Report (NISTIR) 7981 Mobile, PIV, and Authentication, March 2014
45. VA Memorandum, VAIQ #7100147, Continued Implementation of Homeland Security Presidential Directive 12 (HSPD-12), April 29, 2011 (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
46. VA Memorandum, VAIQ # 7011145, VA Identity Management Policy, June 28, 2010 (reference Enterprise Architecture Section, PIV/IAM (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>))
47. IAM Identity Management Business Requirements Guidance document, May 2013, (reference Enterprise Architecture Section, PIV/IAM (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>))
48. Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0, Federal Interagency Technical Reference Architectures, October 1, 2013
49. OMB Memorandum M-08-05, "Implementation of Trusted Internet Connections (TIC)", November 20, 2007
50. OMB Memorandum M-08-23, Securing the Federal Government's Domain Name System Infrastructure, August 22, 2008
51. VA Memorandum, VAIQ #7497987, Compliance – Electronic Product Environmental Assessment Tool (EPEAT) – IT Electronic Equipment, August 11, 2014 (reference Document Libraries, EPEAT/Green Purchasing Section, <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=552>)
52. Sections 524 and 525 of the Energy Independence and Security Act of 2007, (Public Law 110–140), December 19, 2007
53. Section 104 of the Energy Policy Act of 2005, (Public Law 109–58), August 8, 2005
54. Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," October 5, 2009
55. Executive Order 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," January 24, 2007
56. Executive Order 13221, "Energy-Efficient Standby Power Devices," August 2, 2001
57. VA Directive 0058, "VA Green Purchasing Program", July 19, 2013
58. VA Handbook 0058, "VA Green Purchasing Program", July 19, 2013



### **3.0 SCOPE OF WORK**

The Contractor shall provide all hardware, installation, configuration and repairs required to supply Integrated Services Digital Network (ISDN), Primary Rate Interfaces (PRIs), Direct Inward Dialing (DID) two-way, combination, inbound/outbound and both-way, and Directory Listing service. The Contractor shall guarantee no interruption in service during any transition necessary to provide connectivity. The Government will not accept a voice over Internet Protocol (VoIP) solution.

### **4.0 PERFORMANCE DETAILS**

#### **4.1 PERFORMANCE PERIOD**

The period of performance is a three months.

Any work at the Government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO).

There are ten (10) Federal holidays set by law (USC Title 5 Section 6103) that VA follows:

Under current definitions, four are set by date:

|                  |             |
|------------------|-------------|
| New Year's Day   | January 1   |
| Independence Day | July 4      |
| Veterans Day     | November 11 |
| Christmas Day    | December 25 |

If any of the above falls on a Saturday, then Friday shall be observed as a holiday. Similarly, if one falls on a Sunday, then Monday shall be observed as a holiday.

The other six are set by a day of the week and month:

|                               |                             |
|-------------------------------|-----------------------------|
| Martin Luther King's Birthday | Third Monday in January     |
| Washington's Birthday         | Third Monday in February    |
| Memorial Day                  | Last Monday in May          |
| Labor Day                     | First Monday in September   |
| Columbus Day                  | Second Monday in October    |
| Thanksgiving                  | Fourth Thursday in November |

#### **4.2 PLACE OF PERFORMANCE**

Tasks shall be performed in VA facilities located in AITC 1615 Woodward Street, Austin, TX 78772.

#### **4.3 TRAVEL**

The Government does not anticipate travel under this effort to perform the tasks associated with the effort. The Government anticipates travel under this effort to perform the tasks associated with the effort, as well as to attend program-related

meetings or conferences throughout the period of performance. Include all estimated travel costs in your firm-fixed price line items. These costs will not be directly reimbursed by the Government.

## **5.0 SPECIFIC TASKS AND DELIVERABLES**

The Contractor shall perform the following:

### **5.1 PROJECT MANAGEMENT**

#### **5.1.1 REPORTING REQUIREMENTS**

The Contractor shall provide the COR with Monthly Progress Reports in electronic form in Microsoft Word and Project formats. The report shall include detailed instructions/explanations for each required data element, to ensure that data is accurate and consistent. These reports shall reflect data as of the last day of the preceding Month.

The Monthly Progress Reports shall cover all work completed during the reporting period and work planned for the subsequent reporting period. The report shall also identify any problems that arose and a description of how the problems were resolved. If problems have not been completely resolved, the Contractor shall provide an explanation including their plan and timeframe for resolving the issue. The Contractor shall monitor performance against the CPMP and report any deviations. It is expected that the Contractor will keep in communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

The Contractor shall provide the Contracting Officer's Representative (COR) with a monthly itemized invoice to include the individual charges in a line-by-line item format with a detailed description of each charge in plain language that is easy to understand. All billing codes used shall reference a legend to explain the billing code meaning. The Itemized invoice shall be provided in electronic form in Microsoft Excel. The Itemized invoice shall reflect the charges as of the last day of the preceding Month.

The Contractor shall provide a Customer Service Record (CSR) to include all services and line information that is currently invoiced.

The Report shall, at a minimum, contain the following information:

- Identify interruptions of service and/or outages encountered
  - How were problems resolved
  - If not resolved, what is plan of action to resolve including timeframes
- Any deviations from performance outlined in the CPMP
- On Demand Customer Service Record
- Number of response calls

- Timeliness
- Location
- Problems encountered in restoring units to operational readiness
- Timeliness of Response Calls

The Contractor shall host monthly conference calls with the COR to keep him/her updated on the current status of services being provided, to discuss pending issues including actions being taken to resolve problems, and to make recommendations for contractual actions as appropriate. The Contractor shall document these calls in a Monthly Progress Report to the COR.

**Deliverable:**

- A. Monthly Progress Report

## **5.2 PRI TRUNK LINES – AITC**

The Contractor shall provide five (5) Integrated Services Digital Network (ISDN) lines at the PRI (Primary Rate Interface) level of service consisting of 23 “B” voice channels and one (1) “D” signaling channel for each PRI using Facility Associated Signaling (FAS) on a redundant network. 115 simultaneous calls for inbound/outbound and both-way service with outbound caller ID in one trunk group. The Presubscribed Interexchange Carrier (PIC) for Intra-LATA (Local Access and Transport Area) and Long Distance Calling shall be 0432, CenturyLink. The services shall be provided to AITC located at 1615 Woodward St, Austin, TX 78772.

## **5.3 PRI TRUNK LINES – AUTOMATIC CALL DISTRIBUTION (ACD)**

The Contractor shall provide two (2) ISDN lines at the PRI level of service consisting of 23 B-channels and one (1) D-channel for each PRI using FAS on a redundant network. 46 simultaneous calls for inbound/outbound and both-way service with outbound caller ID shall be provided in one trunk group. The Presubscribed Interexchange Carrier (PIC) for Intra-LATA (Local Access and Transport Area) and Long Distance Calling shall be 0432, CenturyLink. The services shall be provided to AITC located at 1615 Woodward St, Austin, TX 78772.

## **5.4 DIRECT INWARD DIALING (DID)**

The Contractor shall provide Direct Inward Dialing (DID) Service for seven (7) ISDN PRIs with 2 trunk groups for inbound calling. The service shall be provided to AITC located at 1615 Woodward St, Austin, TX 78772. Total number of DIDs is 3,002. The Contractor shall provide DID services on all lines as follows:

| <b>Type</b>                     | <b>QTY</b> |
|---------------------------------|------------|
| Initial DID Number Block (1000) | 1          |
| Initial DID Number Block (500)  | 1          |
| Initial DID Number Block (100)  | 14         |
| Initial DID Number Block (10)   | 10         |
| DID Numbers (single)            | 2          |

|            |       |
|------------|-------|
| TOTAL DIDS | 3,002 |
|------------|-------|

The Contractor shall provide the following DID telephone numbers with 512 North American Numbering Plan (NPA) area code:

| Telephone Number | Range End |
|------------------|-----------|
| 326-0010         | 0019      |
| 326-0020         | 0029      |
| 326-0030         | 0039      |
| 326-0040         | 0049      |
| 326-0060         | 0069      |
| 326-0070         | 0079      |
| 326-0090         | 0099      |
| 326-5090         | 5099      |
| 326-6000         | 6099      |
| 326-6100         | 6199      |
| 326-6200         | 6299      |
| 326-6300         | 6399      |
| 326-6400         | 6499      |
| 326-6500         | 6599      |
| 326-6600         | 6699      |
| 326-6700         | 6779      |
| 326-6780         |           |
| 326-6781         | 6799      |
| 326-6800         | 6899      |
| 326-6900         | 6996      |
| 326-6997         |           |
| 326-6998         | 6999      |
| 326-7400         | 7499      |
| 326-7630         | 7639      |
| 326-7800         | 7899      |
| 383-4600         | 4609      |
| 440-3500         | 3999      |
| 440-4300         | 4399      |
| 440-4400         | 4499      |
| 441-4466         |           |
| 462-1344         |           |
| 981-4000         | 4999      |

## 5.5 DIRECTORY LISTING/411 SERVICE

The Contractor shall provide Directory Listing/411 Service for the following telephone number located at 1615 Woodward St, Austin TX 78772: (512) 326-6052

All other telephone numbers associated with this request shall not be listed for Directory/411 Service.

## **5.6 TELECOMMUNICATIONS SERVICE PRIORITY (TSP)**

The TSP Program was developed to ensure priority treatment for the Nation's most important telecommunication services, services supporting National Security/Emergency Preparedness (NS/EP) missions. Following natural or technical disasters, telecommunications service vendors may become overwhelmed with requests for new services and requirements to restore existing services. The TSP Program authorizes and requires service vendors to provision and restore TSP-assigned services before non-TSP services. The TSP Program has two components: restoration and provisioning. A restoration priority is applied to new or existing telecommunication services to ensure their restoration before any non-TSP services. Priority restoration is necessary for a TSP service because interruptions may have a serious adverse effect on the supported NS/EP function.

All NS/EP missions fall into one of five TSP Program categories. All NS/EP telecommunication services qualify for some level of TSP protection. The level is determined in part by the category that represents the organization's mission. The five categories are: (A) National Security Leadership, (B) National Security Posture and US Population Attack Warning, (C) Public Health, Safety, and Maintenance of Law and Order, (D) Public Welfare and Maintenance of the National Economic Posture, and (E) Emergency (Provisioning Requests Only). Categories A through D are referred to as "essential services".

Telecommunications services are designated as essential where a disruption of "a few minutes to one day" could seriously affect the continued operations that support an NS/EP function. Essential services are assigned a priority on a scale of 1 to 5 (with 1 as the highest priority) based on the appropriate subcategory. Services in subcategory A qualify for priority levels 1-5; those in subcategory B qualify for priority levels 2-5; those in subcategory C qualify for priority levels 3-5; and services in subcategory D qualify for priority levels 4-5.

The Contractor shall provide Telecommunications Service Priority Level 4 for these vital voice circuits which are considered critical for VA's nationwide operations.

### **5.6.1 RECURRING TSP DESIGNATION**

The Contractor shall maintain the TSP designation certification is active for all circuits required in this PWS. The contractor shall provide a report of the TSP Designation Certification Validation every 6 months.

#### **Deliverable:**

- A. TSP Designation Certification Validation

## 5.7 APPLICABLE LINE FEES AND SURCHARGES

The Contractor shall itemize all line fees and surcharges. The total of all fees and surcharges shall not exceed 20% of the base line charges. These fees may include, but not limited to: port charges, line fees, federal universal service fees and access fees, as required by applicable law

## 6.0 GENERAL REQUIREMENTS

### 6.1 POSITION/TASK RISK DESIGNATION LEVEL(S) AND CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

#### 6.1.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

| <b>Position Sensitivity</b> | <b>Background Investigation</b> (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Security Suitability Program," Appendix A)   |
|-----------------------------|---|
| <b>Low</b>                  | <b>National Agency Check with Written Inquiries (NACI)</b> A NACI is conducted by OPM and covers a 5-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), FBI name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk positions.  |
| <b>Moderate</b>             | <b>Moderate Background Investigation (MBI)</b> A MBI is conducted by OPM and covers a 5-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check], a credit report covering a period of 5 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, law enforcement check; and a verification of the educational degree.   |
| <b>High</b>                 | <b>Background Investigation (BI)</b> A BI is conducted by OPM and covers a 10-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree. |

The position sensitivity and the level of background investigation commensurate with the required level of access for the following tasks within the Performance Work Statement are:

|                           | <b>Position Sensitivity and Background Investigation Requirements</b> |                            |                          |
|---------------------------|---|----------------------------|--------------------------|
| <b><u>Task Number</u></b> | <b><u>Low/NACI</u></b>  | <b><u>Moderate/MBI</u></b> | <b><u>High/BI</u></b>    |
| 5.1                       | <input checked="" type="checkbox"/>                                   | <input type="checkbox"/>   | <input type="checkbox"/> |
| 5.2                       | <input checked="" type="checkbox"/>                                   | <input type="checkbox"/>   | <input type="checkbox"/> |
| 5.3                       | <input checked="" type="checkbox"/>                                   | <input type="checkbox"/>   | <input type="checkbox"/> |
| 5.4                       | <input checked="" type="checkbox"/>                                   | <input type="checkbox"/>   | <input type="checkbox"/> |
| 5.5                       | <input checked="" type="checkbox"/>                                   | <input type="checkbox"/>   | <input type="checkbox"/> |
| 5.6                       | <input checked="" type="checkbox"/>                                   | <input type="checkbox"/>   | <input type="checkbox"/> |

The Tasks identified above and the resulting Position Sensitivity and Background Investigation requirements identify, in effect, the Background Investigation requirements for Contractor individuals, based upon the tasks the particular Contractor individual will be working. The submitted Contractor Staff Roster must indicate the required Background Investigation Level for each Contractor individual based upon the tasks the Contractor individual will be working, in accordance with their submitted proposal.

## 6.1.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

### **Contractor Responsibilities:**

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. The Contractor shall bear the expense of obtaining background investigations.
- c. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations. The roster shall contain the Contractor's Full Name, Full Social Security Number, Date of Birth, Place of Birth, and individual background investigation level requirement (based upon Section 6.2 Tasks).
- d. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- e. For a Low Risk designation the following forms are required to be completed: 1.OF-306 and 2. DVA Memorandum – Electronic Fingerprints. For Moderate or High Risk the following forms are required to be completed: 1. VA Form 0710 and 2. DVA Memorandum – Electronic Fingerprints. These should be submitted to the COR within 5 business days after award.
- f. The Contractor personnel will receive an email notification from the Security and Investigation Center (SIC), through the Electronics Questionnaire for Investigations Processes (e-QIP) identifying the website link that includes detailed instructions regarding completion of the investigation documents (SF85, SF85P, or SF 86). The Contractor personnel shall submit all required information related to their background investigations utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP).
- g. The Contractor is to certify and release the e-QIP document, print and sign the signature pages, and send them to the COR for electronic submission to the SIC.

These should be submitted to the COR within 3 business days of receipt of the e-QIP notification email.

- h. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- i. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or "Closed, No Issues" (SAC) finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed "Contractor Rules of Behavior." However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).
- j. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- k. Failure to comply with the Contractor personnel security investigative requirements may result in termination of the contract for default.

## **6.2 METHOD AND DISTRIBUTION OF DELIVERABLES**

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: MS Word 2000/2003/2007/2010, MS Excel 2000/2003/2007/2010, MS PowerPoint 2000/2003/2007/2010, MS Project 2000/2003/2007/2010, MS Access 2000/2003/2007/2010, MS Visio 2000/2002/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

## **6.3 PERFORMANCE METRICS**

The table below defines the Performance Standards and Acceptable Performance Levels for Objectives associated with this effort.

| <b>Performance Objective</b> | <b>Performance Standard</b>  | <b>Acceptable Performance Levels</b> |
|------------------------------|--|--------------------------------------|
| 5.2 PRI Trunk Lines - AITC.  | Provide five (5) Integrated Services Digital Network (ISDN) lines. | Satisfactory or higher               |



| Performance Objective                                   | Performance Standard  | Acceptable Performance Levels |
|---|---|-------------------------------|
| 5.3 PRI Trunk Lines – Automatic Call distribution (ACD) | Provide two (2) ISDN lines at the PRI level of service consisting of 23 B-channels and one (1) D-channel for each PRI using FAS on a redundant network. | Satisfactory or higher        |
| 5.4 Direct Inward Dialing (DID)                         | Provide Direct Inward Dialing (DID) Service for (9) ISDN PRIs with 2 trunk groups for inbound calling.  | Satisfactory or higher        |
| 5.5 Directory Listing/411 Service                       | Provide Directory Listing/411 Service.  | Satisfactory or higher        |
| 5.6 Telecommunications service priority (TSP)           | Provide hardware and software necessary to successfully maintain Telecommunications Service Priority  | Satisfactory or higher        |
| 5.6.1 Recurring TSP Designation                         | Maintain the TSP designation certification  | Satisfactory or higher        |

The Government will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion. A Performance Based Service Assessment Survey will be used in combination with the QASP to assist the Government in determining acceptable performance levels.

#### **6.4 FACILITY/RESOURCE PROVISIONS**

The Government will provide office space, telephone service and system access when authorized contract staff work at a Government location as required in order to accomplish the Tasks associated with this PWS. All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis.

The Contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the Government officials with whom the Contractor

has contact. The Contractor shall consider the COR as the final source for needed Government documentation when the Contractor fails to secure the documents by other means. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

VA will provide access to VA specific systems/network as required for execution of the task via remote access technology (e.g. Citrix Access Gateway (CAG), site-to-site VPN, or VA Remote Access Security Compliance Update Environment (RESCUE)). This remote access will provide access to VA specific software such as Veterans Health Information System and Technology Architecture (VistA), ClearQuest, ProPath, Primavera, and Remedy, including appropriate seat management and user licenses. The Contractor shall utilize Government-provided software development and test accounts, document and requirements repositories, etc. as required for the development, storage, maintenance and delivery of products within the scope of this effort. The Contractor shall not transmit, store or otherwise maintain sensitive data or products in Contractor systems (or media) within the VA firewall IAW VA Handbook 6500.6 dated March 12, 2010. All VA sensitive information shall be protected at all times in accordance with local security field office System Security Plans (SSP's) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this PWS. For detailed Security and Privacy Requirements refer to ADDENDUM A.

## **6.5 GOVERNMENT FURNISHED PROPERTY**

Not applicable

## **ADDENDUM A**

### **A1.0 Cyber and Information Security Requirements for VA IT Services**

The Contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard PWS language, conditions, laws, and regulations. The Contractor's firewall and web server shall meet or exceed VA minimum requirements for security. All VA data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA Program Manager and VA Information Security Officer as soon as possible. The Contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification and accreditation.

Contractor supplied equipment, PCs of all types, equipment with hard drives, etc. for contract services must meet all security requirements that apply to Government Furnished Equipment (GFE) and Government Owned Equipment (GOE). Security Requirements include: a) VA Approved Encryption Software must be installed on all laptops or mobile devices before placed into operation, b) Bluetooth equipped devices are prohibited within VA; Bluetooth must be permanently disabled or removed from the device, c) VA approved anti-virus and firewall software, d) Equipment must meet all VA sanitization requirements and procedures before disposal. The COR, CO, the Project Manager, and the Information Security Officer (ISO) must be notified and verify all security requirements have been adhered to.

Each documented initiative under this contract incorporates VA Handbook 6500.6, "Contract Security," March 12, 2010 by reference as though fully set forth therein. The VA Handbook 6500.6, "Contract Security" shall also be included in every related agreement, contract or order. The VA Handbook 6500.6, Appendix C, is included in this document as Addendum B.

Training requirements: The Contractor shall complete all mandatory training courses on the current VA training site, the VA Talent Management System (TMS), and will be tracked therein. The TMS may be accessed at <https://www.tms.va.gov>. If you do not have a TMS profile, go to <https://www.tms.va.gov> and click on the "Create New User" link on the TMS to gain access.

Contractor employees shall complete a VA Systems Access Agreement if they are provided access privileges as an authorized user of the computer system of VA.

### **A2.0 VA Enterprise Architecture Compliance**

The applications, supplies, and services furnished under this contract must comply with One-VA Enterprise Architecture (EA), available at <http://www.ea.oit.va.gov/index.asp> in force at the time of issuance of this contract, including the Program Management Plan and VA's rules, standards, and guidelines in the Technical Reference Model/Standards Profile (TRMSP). VA reserves the right to assess contract deliverables for EA compliance prior to acceptance.

## **A2.1 VA Internet and Intranet Standards:**

The Contractor shall adhere to and comply with VA Directive 6102 and VA Handbook 6102, Internet/Intranet Services, including applicable amendments and changes, if the Contractor's work includes managing, maintaining, establishing and presenting information on VA's Internet/Intranet Service Sites. This pertains, but is not limited to: creating announcements; collecting information; databases to be accessed, graphics and links to external sites.

Internet/Intranet Services Directive 6102 is posted at (copy and paste the following URL to browser): [http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=409&FType=2](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=409&FType=2)

Internet/Intranet Services Handbook 6102 is posted at (copy and paste following URL to browser): [http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=410&FType=2](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2)

## **A3.0 Notice of the Federal Accessibility Law Affecting All Electronic and Information Technology Procurements (Section 508)**

On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology, that they shall ensure it allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508. These standards have been developed and published with an effective date of December 21, 2000. Federal departments and agencies shall develop all Electronic and Information Technology requirements to comply with the standards found in 36 CFR 1194.

### **Section 508 – Electronic and Information Technology (EIT) Standards:**

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: <http://www.section508.gov> and <http://www.section508.gov/acquisition-regulations>. A printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

- ☒ § 1194.21 Software applications and operating systems
- ☒ § 1194.22 Web-based intranet and internet information and applications
- ☒ § 1194.23 Telecommunications products
- ☒ § 1194.24 Video and multimedia products
- ☒ § 1194.25 Self contained, closed products
- ☒ § 1194.26 Desktop and portable computers

- ☒ § 1194.31 Functional Performance Criteria  
   ☒ § 1194.41 Information, Documentation, and Support

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

#### **A4.0 Physical Security & Safety Requirements:**

The Contractor and their personnel shall follow all VA policies, standard operating procedures, applicable laws and regulations while on VA property. Violations of VA regulations and policies may result in citation and disciplinary measures for persons violating the law.

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate designated parking areas. VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.
3. Smoking is prohibited inside/outside any building other than the designated smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work, with the exception of software licenses that need to be procured from a Contractor or vendor in accordance with the requirements document. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

#### **A5.0 Confidentiality and Non-Disclosure**

The Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.

The Contractor may have access to Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard ("Security Rule"). Pursuant to the Privacy and Security Rules, the Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI.

1. The Contractor will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

2. The VA Contracting Officer will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the VA Contracting Officer for response.
3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this Contract and its subparts and appendices.
4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the VA Contracting Officer.
5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.
7. Contractor must adhere to the following:
  - a. The use of "thumb drives" or any other medium for transport of information is expressly prohibited.
  - b. Controlled access to system and security software and documentation.
  - c. Recording, monitoring, and control of passwords and privileges.
  - d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
  - e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
  - f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.
  - g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".

- h. Contractor does not require access to classified data.
- 8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.
- 9. VA Form 0752 shall be completed by all Contractor employees working on this contract, and shall be provided to the CO before any work is performed. In the case that Contractor personnel are replaced in the future, their replacements shall complete VA Form 0752 prior to beginning work.

**vii. Date, Place of Delivery, Acceptance, and FOB point:**

See paragraph v, CLINs 0001 through 4012.

**viii. FAR 52.212-1, Instruction to Offerors – Commercial Items (JUL 2013), applies to this acquisition, including the following addenda:**

- 1. FAR 52.209-5, Representation by Corporations Regarding An Unpaid Tax Liability or Felony Conviction Under Any Federal Law (DEVIATION) (MAR 2012)
  - (a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
    - (i) The Offeror and/or any of its Principals—
      - (A) Are \_\_\_\_ are not \_\_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
      - (B) Have \_\_\_\_ have not \_\_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);
      - (C) Are \_\_\_\_ are not \_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

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(D) Have \_\_\_\_\_, have not \_\_\_\_\_, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.



(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

- b. FAR 52.233-2, Service of Protest (SEP 2006), (a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer (003B2H)  
Department of Veterans Affairs  
Technology Acquisition Center-Austin  
1701 Directors Blvd, Suite 600  
Austin TX 78744

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(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**ix. The provision FAR 52.212-2, Evaluation – Commercial Items (JAN 1999) applies to this acquisition, and the specific evaluation criteria to be included is:**

**(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, considering price only.**

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the options.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**x. Offerors or Respondents shall include a completed copy of the provision at FAR 52.212-3, Offeror Representations and Certifications – Commercial Items (NOV 2013), with their offer.**

**xi. The clause at 52.212-4, Contract Terms and Conditions – Commercial Items, applies to this acquisition, and addenda to the clause applies as follows:**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

**1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

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| <u>FAR<br/>Number</u>         | <u>Title</u>   | <u>Date</u> |
|-------------------------------|--|-------------|
| 52.203-17                     | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014    |
| 52.204-4                      | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER   | MAY 2011    |
| 52.227-1                      | AUTHORIZATION AND CONSENT  | DEC 2007    |
| 52.227-2                      | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT                                    | DEC 2007    |
| 52.227-19                     | COMMERCIAL COMPUTER SOFTWARE LICENSE   | DEC 2007    |
| 52.232-39                     | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS   | JUN 2013    |
| 52.232-40                     | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS                                      | DEC 2013    |
| (End of Addendum to 52.212-4) |  |             |

## 2. 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

## 3. 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by

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the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

#### 4. 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractor's order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

#### **xii. FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items, applies to this acquisition, including the following checked clauses:**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[X] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

[X] (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

[X] (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

[X] (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

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- [X] (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- [X] (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- [X] (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [X] (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- [X] (41) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- [X] (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [X] (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

**xiii.** The following additional contract requirement(s) or terms and conditions apply to this acquisition:

FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

VAAR 852.232-72, Electronic Submission of Payment Requests (NOV 2012)

(a) Definitions. As used in this clause—

- (1) Contract financing payment has the meaning given in FAR 32.001.
- (2) Designated agency office has the meaning given in 5 CFR 1315.2(m).
- (3) Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.
- (4) Invoice payment has the meaning given in FAR 32.001.
- (5) Payment request means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) Electronic payment requests. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

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(c) Data transmission. A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) Invoice requirements. Invoices shall comply with FAR 32.905.

(e) Exceptions. If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

**xiv.** Defense Priorities and Allocations System: N/A

**xv.** The offers will be due electronically to [Marc.Cypert1@va.gov](mailto:Marc.Cypert1@va.gov) on April 3, 2015.

**xvi.** For any questions concerning this solicitation, please contact Marc Cypert at 512-981-4406, [Marc.Cypert1@va.gov](mailto:Marc.Cypert1@va.gov).